

JOB ACTION STAFFING AGREEMENT

This Job Action Staffing Agreement (this “Staffing Agreement”) governing the provision of registered nurses and other healthcare personnel is entered into between the County of Santa Clara, dba Santa Clara Valley Healthcare (“FACILITY” or “County”) and U.S. Nursing Corporation, a Colorado corporation (“US Nursing” or “Contractor”).

WHEREAS, US Nursing is in the business of recruiting registered nurses and other healthcare personnel (“Staff”) to provide supplemental health care staffing at health care facilities; and

WHEREAS, FACILITY operates various inpatient and outpatient health care facilities listed on Attachment A and provides various health care services, and potentially has the need for supplemental health care staffing at such facilities.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

A. US NURSING’S OBLIGATIONS:

1. Consulting Services. US Nursing shall perform various activities in connection with the FACILITY’S preparation for a strike by FACILITY’S nursing staff or other staff as agreed to (a “Job Action”). US Nursing’s consulting services may include but are not limited to:
 - a. Working with FACILITY’S nursing management to determine the staffing plan necessary to continue patient care on nursing units;
 - b. Consulting with FACILITY on a confidential contingency action plan related to staffing, operations, and logistics during the job action;
2. Staffing. US Nursing shall recruit and provide Staff to FACILITY such that US Nursing shall meet FACILITY’S operational requirements pursuant to this Staffing Agreement and as outlined in the Initial Grid (as defined below or as updated) prepared by FACILITY and US Nursing. Staff shall have the qualifications requested by FACILITY and required by any applicable law, regulation, or requirement of any other accreditation or licensing agency; however, all required Staff qualifications that exceed US Nursing’s standard requirements shall be provided at the sole cost and expense of FACILITY.

US Nursing acknowledges that Staff provided pursuant to this Staffing Agreement may need to be reassigned (float) to other departments within FACILITY. Reassignment may only occur if the duties are reasonably consistent with such Staff’s license, experience and competency.
3. No Representations or Warranties. US Nursing and Staff makes no representations or warranties of any kind with respect to whether or not FACILITY maintains a certain level of patient census or other patient care service during any strike. US Nursing assumes no responsibility or liability in connection with whether or not (i) physicians continue to admit patients to FACILITY, (ii) patients elect to seek FACILITY services during the strike, (iii) any number of bargaining unit staff elect to cross any picket line or choose not to strike, or (iv) FACILITY requests sufficient replacement staff to maintain FACILITY’S desired level of patient care during the Job Action.
4. Management Availability. US Nursing shall assign management representatives to be available for consultation and telephonic communication with FACILITY 24 hours per day.
5. Travel and Housing. US Nursing shall arrange and provide travel, transportation, and housing, at FACILITY’S sole cost and expense, for all Staff ordered or scheduled to work at FACILITY during the Job Action.
6. Staff Files. US Nursing shall provide FACILITY with applicable Staff file information as listed on Exhibit B Complete files for Staff shall be available for inspection by FACILITY prior to Staff’s

orientation day. All Staff information, including but not limited to, files or profiles are considered to be confidential and proprietary information of US Nursing and shall be restricted to FACILITY use only, unless otherwise agreed to in writing by US Nursing.

7. Employees of US Nursing. It is understood that Staff provided pursuant to this Staffing Agreement are not independent contractors of FACILITY. Staff are employees of US Nursing. US Nursing shall have full and complete control over the payment of all compensation to Staff provided to FACILITY pursuant to this Staffing Agreement and US Nursing shall:
 - a. Pay all Staff working at FACILITY in compliance with all applicable state and Federal laws and regulations and, subsequently, bill FACILITY for same;
 - b. Have sole responsibility for ensuring that any and all applicable state and Federal income tax withholding and contributions, social security tax withholding and contributions, workers' compensation coverage obligations, and any other employment law requirements for Staff provided pursuant to this Staffing Agreement are complied with and paid;
 - c. Maintain the confidentiality of FACILITY and patient information in accordance with the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all other applicable laws and administrative regulations specifically; US Nursing and its employees and agents (a) shall not remove any privacy protected information from FACILITY's, or any of its affiliates', premises, (b) shall not use or disclose any confidential information for any reason other than to fulfill the purposes of this Staffing Agreement, and (c) shall secure all confidential information to prevent unauthorized access to it;
 - d. Promptly notify FACILITY and cooperate with FACILITY to protect the confidentiality of information, to the extent permitted by law, if US Nursing receives a request for FACILITY's confidential information from any third party, including any governmental agency; and
 - e. Acknowledge it may be considered a "Business Associate" and be subject to privacy rules to protect health information from unlawful disclosure under 45 CFR §164.501 et seq., and shall execute an agreement as either provided by FACILITY or as drafted by US Nursing, to be bound by such rules and regulations.
8. Insurance.
 - a. Insurance. The Contractor will provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the insurance coverages and provisions set forth in Exhibit C (Insurance Requirements).

B. FACILITY'S OBLIGATIONS:

1. FACILITY shall request that US Nursing secure Staff for stand-by, and to fill FACILITY's patient care assignments, as follows:
 - a. Retainer. The Retainer, the receipt of which engages US Nursing to work with FACILITY in the event of a possible Job Action, is non-refundable and is due upon execution of this Staffing Agreement.
 - b. Determination of Staffing Needs. Prior to placing an order for Staff, FACILITY shall determine the desired staff ratios, and number and type of Staff needed to continue clinical operations at forecasted levels of patient care during the 1st week of a Job Action. The number and skill mix of Staff ordered shall be determined by FACILITY. The resulting order shall be placed in grid format (the "Initial Grid") with specific needs including actual number of Staff by shift and unit no later than the date set forth in the Endorsement Page/Rate Sheet. A "Final Grid" shall be established by the date set forth in the Endorsement Page/Rate Sheet ("Final Grid Due Date") and such Final Grid shall not substantially deviate from the Initial Grid and is subject to acceptance by US Nursing. FACILITY acknowledges

that the Final Grid must increase if the Job Action lasts longer than five (5) days to accommodate time off and relief for Staff.

Further, Preparation and Fulfillment Fees, as defined below, shall apply to any increase in Staff from Initial Grid to Final Grid. FACILITY shall owe US Nursing the total Preparation Fee for each Staff member identified on the Final Grid at the Final Grid Due Date.

- I) Preparation Fee. The payment of the Preparation Fee shall constitute FACILITY's authorization of US Nursing to begin the recruitment of Staff based on FACILITY's Initial Grid. The Preparation Fee also covers the creation of a deployment and logistics plan and continuation of consulting services. The Preparation Fee shall be paid by the date identified on the Endorsement Page/Rate Sheet.
- II) Maintenance Fee.
 - i. The Anticipated Strike Date set forth in the attached Endorsement Page/Rate Sheet may be changed as needed pursuant to Section B.5 below. In order to maintain the grid at appropriate staffing levels, if the Anticipated Strike Date is changed to a date ninety (90) days or more past the original Anticipated Strike Date, FACILITY will be charged the "Maintenance Fee" listed on the Endorsement Page/Rate Sheet. Such fee shall be for each Staff member identified on the Initial Grid, or as such grid has been modified by agreement between the parties. The Maintenance Fee will be payable on the 1st business day of each month, beginning on the date listed on the Endorsement Page/Rate Sheet, until this Agreement is no longer in effect.
 - ii. In the alternative, FACILITY may elect not to pay the Maintenance Fee, in which case all preparation and recruitment will cease and new Preparation Fees will be charged if another strike notice is received.
- c. Licensure Program. After FACILITY has identified FACILITY's staffing needs and after US Nursing has evaluated the available personnel for potential staff candidates, the parties identify the Staff which must hold a license in order to provide services (some may not require a license). For Staff which require a license in order to provide services, US Nursing shall ensure such Staff shall hold a valid license prior to arrival at FACILITY.
- d. Fulfillment Fee. The payment of the Fulfillment Fee, as identified on the Endorsement Page/Rate Sheet, shall be the authorization by FACILITY for US Nursing to secure recruited staff and schedule them to be on stand-by status to travel to and work the strike and is due upon FACILITY's receipt of the strike notice or as identified on the Endorsement Page/Rate Sheet.
- e. Staff Labor Deposit. Prior to the scheduled strike date, FACILITY shall pay to US Nursing a Staff Labor Deposit, as identified on the Endorsement Page/Rate Sheet, for all Staff identified on the Final Grid or as modified. Eight (8) hours of the Staff Labor Deposit shall be due upon receipt of strike notice ("Initial Staff Labor Deposit"). The remaining hours of the Staff Labor Deposit, plus orientation, shall be due as identified on the Endorsement Page/Rate Sheet. The Staff Labor Deposit shall be applied to any unpaid labor or other expenses at the conclusion of the Job Action. In the event the Job Action settles after payment of the Staff Labor Deposit but prior to the time that US Nursing initiates Staff deployment to the Job Action, US Nursing shall refund all but the Initial Staff Labor Deposit. The Staff Labor Deposit is non-refundable after US Nursing initiates Staff deployment to the Job Action.
- f. Fee Increase. The following events shall result in an increase in fees listed on the Endorsement Page/Rate Sheet:
 - I) Executed Agreement. FACILITY fails to execute the Agreement by the Offer Expiration Date set forth on the Endorsement Page/Rate Sheet.

- II) Late Payments. FACILITY fails to make any of the payments when due, or payment is delayed due to a postponement in the anticipated strike start date, and as a result the time period available to US Nursing to perform its staffing obligations is shortened or lengthened, as the case may be.
- III) Increase in Final Grid. Any increase in the number of Staff ordered by FACILITY after the Final Grid Due Date, including any additional needs identified after the establishment of the Final Grid through the end of the strike.

2. Subsequent Weeks (if applicable).

- a. Once the Job Action begins, US Nursing shall estimate and prepare an invoice for labor, housing and travel costs for Staff working projected shifts for the second week of the Job Action, and, as necessary, for each successive week of the Job Action. An invoice for each subsequent week of the Job Action shall be presented to FACILITY a minimum of 72 hours in advance of the first calendar day of each such subsequent week, and is due on that first calendar day of each subsequent week.
- b. The parties acknowledge and agree that following the first scheduled week of the Job Action, FACILITY may reduce or increase the scheduled Staff to be provided by US Nursing by written notice delivered to US Nursing prior to the effective date of such change in Staff levels. Increases to the Final Grid will result in the payment of additional Preparation and Fulfillment Fees.
- c. Notwithstanding anything in this Staffing Agreement to the contrary, during the first fourteen (14) calendar days of the Job Action, FACILITY shall not be required to pay any Preparation or Fulfillment fees for needed Staff replacing working Staff personnel. Should the Job Action last longer than the first fourteen (14) calendar days, US Nursing shall charge FACILITY a weekly Grid Preservation Fee listed on the Endorsement Page/Rate Sheet per Staff onsite for week three and thereafter to manage the daily housing, transportation, credentialing, and replacement recruitment costs.

3. FACILITY shall accept qualified Staff provided by US Nursing to fill staff vacancies pursuant to this Staffing Agreement and FACILITY shall:

- a. Supervision. Exercise complete supervision over the job performance of all Staff provided to FACILITY by US Nursing. Staff shall work under the supervision of a licensed physician as required by applicable law or industry.
- b. Orientation. Provide clinical and non-clinical orientation, including any FACILITY-required online training, which shall be considered as time worked by Staff. The amount, type, and duration of such orientation shall be determined by FACILITY at its sole discretion with prior notice given to US Nursing. Orientation does not trigger the start of the strike.
- c. End Staff Assignment. Have the right to end any assignment of any Staff member at any time, without penalty, for any lawful reason. If FACILITY elects to end a Staff's assignment, FACILITY shall be responsible for the cost of such Staff's housing for one (1) additional calendar day and for the Staff's return transportation; provided, however, if such Staff is terminated as having been determined to be professionally unsatisfactory, and has worked fewer than three (3) full Shifts for FACILITY at the time of cancellation, FACILITY shall only be obligated to pay for the actual hours worked by such Staff.
- d. Determination of Professional Standards and Evaluations. At all times during the course of this Staffing Agreement, FACILITY is responsible for determining the professional standards of work to which Staff shall be held, and is permitted, but not required, to periodically conduct performance evaluations on Staff assigned to work pursuant to this Staffing Agreement.

- e. Staff Accidents or Incidents. Facility shall maintain a workplace compliant with applicable health and safety law. Facility shall notify US Nursing's authorized representative immediately if any Staff provided pursuant to this Staffing Agreement is involved in an accident or work-related injury while working at FACILITY. FACILITY further agrees, if the injuries resulting from such an accident are minor, to provide medical care to the affected Staff through FACILITY's employee health service department, as it would do for its own employees, at no charge for FACILITY's services, if such services are in the nature of first aid. Injuries of a more serious or long-term nature shall be submitted for payment under US Nursing's workers' compensation insurance coverage. FACILITY shall also advise US Nursing of any incident reports involving or implicating Staff in patient care errors or omissions or other potential liability events involving staff members or claims of safety hazards related to the care and services provided by Staff.
- f. Working Conditions. FACILITY shall provide safe and lawful working conditions for all staff provided pursuant to this Staffing Agreement and shall ensure that Staff are not subject to discrimination, harassment, retaliation, or other unlawful acts. FACILITY shall take whatever steps are necessary to ensure that Staff can safely cross any picket lines and shall provide security escorts for Staff, if necessary, to protect their personal safety.
- g. Field Transportation and driver/security escorts. FACILITY will provide all vehicles (rental or other) and drivers/security escorts for Home Health and Hospice nurses requiring transport within the community at FACILITY'S sole expense. Confirmation of appropriate corporate liability insurance that covers the Staff is required. If FACILITY cannot coordinate an appropriate logistics plan for coverage, US NURSING shall coordinate a service provider and plan for vehicles, insurance coverage, and security escorts at the FACILITY'S request and at FACILITY'S sole expense.

4. Staff Labor Terms.

- a. Staff Schedules – Shift Guarantee.
 - I) A "Shift" shall be considered one continuous twelve (12) hour shift unless FACILITY and US Nursing agree otherwise.
 - II) FACILITY shall schedule sufficient "Shifts" each Workweek (as defined below) so that all Staff deployed to FACILITY shall be guaranteed the minimum number of Shifts set forth in the Endorsement Page/Rate Sheet.
 - III) A "Workweek" shall be a period of seven (7) consecutive calendar days.
 - IV) The initial Workweek for all Staff shall begin on the first scheduled day of the Job Action as determined by the strike notice. All successive Workweeks for all Staff shall begin on the same day of the week as that on which the initial Workweek began.
- b. If Staff works less than the guaranteed number of Shifts in a Workweek because of a lack of availability of work, FACILITY shall be required to pay US Nursing only the straight time for each guaranteed hour not worked.
- c. Hours Worked. FACILITY shall pay US Nursing for all Staff as set forth below:
 - I) Straight Time: FACILITY shall pay US Nursing the hourly rate indicated on the Endorsement Page/Rate Sheet, plus any applicable Market Wage Adjustment (as defined below) ("Straight Time") for all Straight Time hours worked or guaranteed hours due, to include sick pay if state law requires.
 - II) Overtime: FACILITY shall pay US Nursing an "Overtime" rate of 1.5 times the hourly rate identified on the Endorsement Page/Rate Sheet (or as adjusted by the Market Wage Adjustment), when US Nursing is required to pay its Staff at overtime rates pursuant to state or Federal law. Federal Law mandates these regulations, and these

costs are passed onto the Facility. FACILITY shall pay US Nursing the Overtime when Staff are entitled to call-back pay pursuant to this Staffing Agreement.

- III) Double-time: FACILITY shall pay US Nursing a "Double-time" rate of 2.0 times the hourly rate identified on the Endorsement Page/Rate Sheet (or as adjusted by the Market Wage Adjustment), when US Nursing is required to pay its Staff at double time rates pursuant to state or Federal law. This passage is mandated by Federal Law and the cost will be passed onto the Facility when applicable.
- d. Quarantine Guarantee. In the event that a Staff member is required to quarantine as a result of any health-related exposure or condition, including but not limited to exposure or transmission of COVID-19, Facility agrees that during the period of the Staff member's quarantine: (a) Facility will continue to pay all associated fees and costs for such Staff member consistent with the Minimum Work Week Guarantee; and (b) Facility will continue pay costs associated with hotel and other housing accommodations for such Staff member throughout the period of quarantine, provided however, that if the quarantine period extends beyond the Staff member's work assignment at Facility, then Facility shall be responsible for paying housing costs for such Staff member for five (5) days after the assignment end date.
- e. California Break Policy. FACILITY acknowledges it is responsible for providing meal and rest breaks in accordance with California state wage and hour regulations. US Nursing will attempt to collect a California Meal Waiver form for the second meal period from all Staff Members assigned to FACILITY. If a Staff Member refuses to waive the second meal period, US Nursing will notify FACILITY. If US Nursing is required to pay the Staff Member a missed meal period penalty, FACILITY will be billed at the applicable hourly rate, plus any applicable penalty.
- f. Market Wage Adjustment; Specialty Staff Requirement. US Nursing agrees to acquire and schedule Staff to work according to FACILITY's specialized needs. The hourly rate(s) specified in this Staffing Agreement include(s) all specialty area requests and is predicated upon US Nursing's compensation of its Staff at a pay rate listed on the Endorsement Page/Rate Sheet, or otherwise agreed upon.
- I) *Commencement.* In securing Staff, US Nursing may determine that job market conditions reasonably require it to adjust the rate of pay upward for some or all job classifications working at FACILITY. In such instance, US Nursing and FACILITY review the rate adjustment request. If the FACILITY agrees to the adjustment the Parties shall amend this Agreement to reflect (i) the Staff job classifications whose wages need to be adjusted at the commencement of the strike on a going forward basis; and (ii) the amount of each adjustment, expressed as an hourly wage rate (the "Market Wage Adjustment").
- II) *Adjustments to Staff.* US Nursing warrants that any adjustment to the hourly rate by operation of the Market Wage Adjustment shall not result in an increase to US Nursing's profit margin.
- g. On Call Assignments.
- I) *On-Call Assignments.* "On-call" shall be those hours in which Staff is required to be available to report to work within thirty (30) minutes of notification. When On-Call Staff are called into work, On-Call pay ceases, and such Staff is then paid 1.5 times the applicable hourly rate for each hour worked during the call-back work period.
- II) *Rate of Pay for On-Call.* For the period of time Staff is On-Call, FACILITY shall pay US Nursing twenty-five dollars (\$25.00) per hour for such Staff.
- h. Holiday Hours. FACILITY shall pay US Nursing either 1.5 times the applicable hourly rate or, if applicable, the Double-time rate listed above for all hours worked by Staff during any FACILITY holidays, as well as any of the following holidays: New Year's Day, Memorial Day,

Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holiday hours begin at 7:00 p.m. on the eve of such holiday and last through 7:00 a.m. on the day following such holiday.

5. Change in Job Action Start Date or Strike Duration.

- a. Notification of Job Action Start Date. FACILITY and US Nursing agree to the proposed anticipated Job Action start date set forth in the attached Endorsement Page/Rate Sheet ("Anticipated Strike Date"). FACILITY shall notify US Nursing in writing of any change in the Anticipated Strike Date within 24 hours of such change
- b. Change in Anticipated Job Action Start Date Prior to Issuance of Strike Notice.
 - l) The Anticipated Strike Date may be changed as needed, without additional fees/costs, so long as (a) FACILITY provides US Nursing with written notice of the date change as set forth above; and (b) the new Anticipated Strike Date is no more than ninety (90) days after the original Anticipated Strike Date.
- c. Change in Anticipated Strike Date or Strike Duration after Issuance of Strike Notice but before Staff Deployment.
 - l) Should FACILITY elect to (a) change or delay the Job Action start date or (b) change the strike duration after the issuance of the strike notice but before Staff begins travel to the strike site, upon receipt of notice of such change or delay US Nursing shall charge FACILITY the "Postponement Fee" listed on the Endorsement Page/Rate Sheet for each Staff member identified on the Final Grid, or as such grid has been modified by agreement between the parties.

6. Operations Staff. Upon receipt of a strike notice, US Nursing's operations personnel, including clinical nurse managers, operations and administrative staff ("Operations Staff"), are provided to the FACILITY to manage the Job Action. Such personnel will be available 24 hours per day after receipt of a strike notice through the end of the Job Action. FACILITY is responsible for the travel, lodging, transportation expenses, and labor of said Operations Staff as listed on the Endorsement Page/Rate Sheet.

7. Expenses.

- a. Housing. FACILITY shall be solely responsible for the housing expenses of all Staff and US Nursing's management and Operations Staff at lodging facilities mutually agreeable to FACILITY and US Nursing. Housing expenses may include, but are not limited to, ballroom space, equipment rentals, and catering costs related to US Nursing's onboarding of Staff. US Nursing shall consult with FACILITY on the appropriate location(s) and cost(s) of hotel or other housing units to be provided. USN will utilize security personnel available at the lodging locations. Payment of housing deposit by FACILITY authorizes US Nursing to secure appropriate housing for the Job Action.
- b. Travel and Transportation Costs. FACILITY shall pay US Nursing for all airfare expenses incurred by US Nursing with respect to transporting Staff from their city of origin to the Job Action site, including Staff luggage costs. FACILITY will also reimburse US Nursing for all expenses incurred under US Nursing's mileage policy for any Staff that drives to the Job Action site. In addition, FACILITY will be charged the "Administration Fee" listed on the Endorsement Page/Rate Sheet for all Staff identified in the Final Grid including any replacement Staff needed to maintain FACILITY's order. FACILITY shall also be responsible for all travel costs incurred by US Nursing's management and Operations Staff. FACILITY shall be responsible for payment of all ground transportation charges associated with the Job Action. All pre-Job Action and initial Workweek estimated housing and travel costs shall be due to US Nursing upon FACILITY's receipt of the strike notice.

- c. Background Checks. A background check shall be performed for all Staff as set forth in Exhibit B prior to their start date with the FACILITY. Should FACILITY require US Nursing to conduct background checks with criteria in addition to those required by US Nursing, such criteria must be negotiated and defined on Exhibit B and the incremental additional cost shall be invoiced to FACILITY.
 - d. Physicals, TB and any FACILITY Specific Requirements. Prior to the start date with the FACILITY, US Nursing shall satisfy the requirements in Exhibit B for all staff.
 - e. Per Diem Fee. FACILITY shall be responsible for the payment of a daily per diem fee ("Per Diem Fee") to assist with meals and incidentals while working during the Job Action, at the rate listed in the Endorsement Page/Rate Sheet. In the event Staff does not travel after payment of such amounts are made to US Nursing, such amounts shall be refunded to FACILITY as part of the overall fee reconciliation process.
 - f. Security. FACILITY is responsible for securing the hospital campus and providing a secure parking area for all Staff who choose to drive themselves to the facility, and US Nursing operations staff. Should additional security measures become necessary due to picketing or other union activity outside the hospital campus FACILITY shall be solely responsible for the cost of these services.
 - g. Applicable Taxes. Unless a certificate of exemption is provided to US Nursing, FACILITY shall be responsible for paying US Nursing an additional amount for sales taxes at the rate required by state law. In addition, FACILITY shall be responsible for any applicable gross receipts, general excise/use tax, business and/or occupational taxes at the rate required by state law. These amounts shall be detailed on each invoice submitted to FACILITY.
8. Job Action Settlement Options. If FACILITY wishes to continue to utilize Staff following the settlement of a Job Action, such Staff shall be provided pursuant to a Travel Nurse Staffing Agreement between FACILITY and Fastaff, LLC.

C. ACCESS TO BOOKS AND RECORDS:

- 1. Until the expiration of four (4) years after the furnishing of Staff and services pursuant to this Staffing Agreement, US Nursing shall make available, upon written request, to the Secretary of Health and Human Services or the Comptroller General, or any of their duly authorized representatives, this Staffing Agreement and any and all books, documents and records of US Nursing that are necessary to certify the nature and extent of the costs associated with this Staffing Agreement.
- 2. If US Nursing satisfies any of its obligations pursuant to this Staffing Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of services pursuant to such subcontract, the related organization shall make available upon written request to the Secretary of Health and Human Services or the Comptroller General, or any of their duly authorized representatives, the subcontract and any and all books, documents and records of the related organization that are necessary to certify the nature and extent of the costs associated with the services of such subcontractor.
- 3. If US Nursing is requested to make available books, documents or records pursuant to Section C.1. or 2. of this Staffing Agreement, US Nursing shall promptly notify FACILITY of the nature and scope of such request, and shall make available to FACILITY, upon written request and at FACILITY's sole cost and expense, all such books, documents or records.

D. GENERAL:

1. Termination. Prior to FACILITY receiving a strike notice, either party may elect to terminate this Staffing Agreement upon providing the other party with 90 days' prior written notice. FACILITY may terminate this Staffing Agreement upon reaching settlement with the union by giving notice to US Nursing of such settlement and desire to terminate this Staffing Agreement. Notwithstanding the foregoing, in the event that FACILITY fails to make timely payments pursuant to this Staffing Agreement, US Nursing may elect, in its sole discretion, to terminate this Staffing Agreement by providing forty-eight (48) hour written notice to FACILITY of such termination. Such forty eight (48) notice will exclude non banking days.
2. Exclusivity and Use of other Agency Staff. US Nursing shall not have the exclusive right to staff all Shifts vacated by striking personnel. County reserves the right to utilize other staffing agencies, but US Nursing shall have the right to exclusively staff the positions placed as a Final Order with US Nursing. Should US Nursing become unable to fill the order, FACILITY shall provide twenty-four (24) hours to cure, and will then have the right to backfill with other agencies. Nothing in this paragraph shall prohibit FACILITY from obtaining staff from temporary agencies with which FACILITY has had a pre-existing business relationship outside the context of a labor dispute, nor from continuing to use staff who are under travel contracts with FACILITY or any other per diem staff who shall be hired or who is currently on FACILITY's payroll. In addition, nothing in this paragraph shall prohibit FACILITY from hiring permanent or temporary staff replacements on its own payroll.
3. Use of Subcontractors. US Nursing shall notify FACILITY if US Nursing utilizes any subcontractor to satisfy US Nursing's obligations pursuant to this Staffing Agreement.
4. Non-solicitation. To the extent permitted by applicable law, each party agrees not to solicit the employees of the other party for employment, or as independent contractors, at such party's place of business, through an affiliate or as an employee of any other agency during the term of this Staffing Agreement and during the one year period following the termination of this Staffing Agreement.
5. Confidentiality and Exclusivity. FACILITY and US Nursing will maintain the confidentiality and exclusivity of this Staffing Agreement. Each party agrees not to disclose the contents, or provide copies, of this Staffing Agreement to any other person or organization without the express written permission of the other party, except to the extent required by law. Should this document be subject to a subpoena or request for production in any proceeding, the disclosing party agrees to promptly notify the other party so that it may seek a protective order prohibiting or restricting the terms of such production.
6. Indemnification by US Nursing. US Nursing shall indemnify, defend, save, and hold harmless FACILITY, its officers, trustees, employees, attorneys and agents from any and all liability or damage arising out of or related to: (a) the negligent or intentional act or omission of US Nursing, its employees or agents, including Staff assigned by US Nursing to FACILITY pursuant to this Staffing Agreement; (b) US Nursing's breach of this Agreement; (c) US Nursing's violation of applicable law; and (d) any and all employment claims made against US Nursing or US Nursing and FACILITY jointly to the extent such claims are due solely to the negligent or willful acts or omissions of US Nursing.
7. Indemnification by FACILITY. FACILITY shall indemnify, defend, save, and hold harmless US Nursing, its officers, directors, employees, attorneys and agents from any and all liability or damage arising out of or related to: (a) the negligent or intentional acts or omissions of FACILITY or its employees, contractors, or agents; (b) Facility's breach of this Agreement; or (c) Facility's violation of applicable law; provided, however, that this paragraph shall not apply to liability or damage caused or reasonably appearing to have been caused by one or more striking employees or persons acting in concert or sympathy with such striking employees.

8. California Public Records Act. The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

9. Corporate Good Standing. US Nursing represents that it is duly organized and in good standing under the laws of the State of Colorado.

10. Exclusion Screening of Personnel.

- a. Contractor represents and warrants that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, if applicable, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor certifies that it has performed an appropriate screening of Service Providers prior to making this certification, that it will screen all new Service Providers, and that it will monitor the status of existing Service Providers on a monthly basis. Contractor further certifies that all directors, managing employees, and owners of five percent interest, or more, in Contractor's business have not been convicted of any health care related offenses nor excluded from Medicare, Medi-Cal, or any other federal or state funded health care program. The County reserves the right to audit Contractor's compliance with the screening requirements in this Section.
- b. Contractor agrees to notify the County immediately should Contractor or Service Provider be audited, investigated, administratively or criminally charged, or convicted of a health care related offense, becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b (f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. During the pendency of any such proceedings, Contractor, or a Service Provider may, at the request of County, be removed from any responsibility for or involvement in the provision of services under this Agreement. It is the Contractor's obligation to keep the County fully informed about the status of such proceedings and to consult with the County prior to taking any action which will directly impact the County. This Agreement may be terminated immediately by County upon the actual exclusion, debarment, loss of licensure, or conviction of Contractor or of a Service Provider of a health care offense.
- c. Contractor will indemnify defend, and hold harmless County for any loss or damage resulting from the conviction, debarment, or exclusion of Contractor, or Service Providers, or subcontractors.

11. Compliance With All Laws, Including Non-Discrimination, Equal Opportunity, and Wage Theft Prevention.

- a. Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
- b. Compliance with Non-Discrimination and Equal Opportunity Laws. Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- c. Compliance with Wage and Hour Laws. Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.
- d. Definitions. For purposes of this Subsection, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.
- e. Prior Judgments, Decisions or Orders against Contractor. By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.

- f. Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract. If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- g. Access to Records Concerning Compliance with Pay Equity Laws. In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records that are related to the purpose of this Subsection, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.
- h. Pay Equity Notification. Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.
- i. Material Breach. Failure to comply with any part of this Subsection shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions: (i) Suspend or terminate any or all parts of this Agreement. (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law. (iii) Offer Contractor an opportunity to cure the breach.
- j. Subcontractors. Contractor shall impose all of the requirements set forth in this Subsection on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

12. CONFLICTS OF INTEREST; POLITICAL REFORM ACT.

Contractor shall comply, and require its employees, agents, and subcontractors to comply, with all (1) applicable requirements governing avoidance of impermissible client conflicts; and (2) federal, state and local conflict of interest and disclosure laws and regulations including, without limitation, California Government Code section 1090 et seq., the California Political Reform Act (California Government Code section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not use any contractor or employ any person having such an interest. Contractor, including but not limited to Contractor's employees, agents, and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Act are applicable to any individual providing service under the Agreement, Contractor shall, upon execution of this Agreement, provide County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "mak[ing] a governmental decision" or "serv[ing] in a staff capacity" and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of Contractor's service to County under this Agreement. Contractor shall immediately notify County of the names and email addresses of any additional individuals later assigned to provide such service to County under this Agreement in such a capacity. Contractor shall immediately notify County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to County. Contractor shall ensure that all such individuals identified pursuant to this paragraph understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable conflict of interest and disclosure laws and regulations, and shall file Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

13. LEVINE ACT COMPLIANCE.

Contractor will comply, and will ensure that its agents (as that term is defined under 2 Cal. Code Regs. § 18438.3(a)) and its subcontractors identified in Contractor's proposal responding to a County solicitation and/or identified in this Agreement ("Subcontractors") comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. Contractor agrees to submit disclosures required to be made under the Levine Act at the Office of the Clerk of the Board of Supervisors website at <http://www.sccgov.org/levineact>, and Contractor shall require Subcontractors to do the same. If this Agreement is to be considered or voted upon by the County's Board of Supervisors, Contractor shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and Contractor must submit all such forms to the County as a prerequisite to execution of the Agreement.

14. Notices. All notices, demands or other communication permitted or required by this Staffing Agreement shall be in writing and shall be deemed delivered when (a) personally delivered, (b) if mailed, five business days after deposit in the United States mail, postage prepaid at the address listed below, certified or registered mail, return receipt requested, (c) if delivered by a reputable overnight carrier, one business day after delivery to such carrier, or (d) if delivered by facsimile or via email, on the date the facsimile transmission or email is confirmed, provided that, on such date,

a separate copy is also delivered pursuant to clause (b) or (c). The addresses and names as indicated below may be changed in the manner provided above for giving notice.

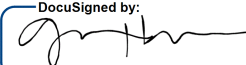
U.S. Nursing Corporation
5700 S. Quebec Street, Suite 300
Greenwood Village, CO 80111
Attn: CFO
Copy to : Contract Department
Phone: 800-736-8773

Santa Clara Valley Healthcare
751 S. Bascom Avenue
San Jose, CA 95128
Attn: Santa Clara Valley Healthcare Chief
Executive Officer

15. Review of Agreement. The parties agree that each party has fully participated in the preparation and drafting of this Staffing Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Staffing Agreement or any amendment hereto.
16. No Third-Party Beneficiaries. The parties do not intend the benefits of this Staffing Agreement to inure to any third party who is not a signatory hereto. This Staffing Agreement shall not be construed as creating any right, claim, or cause of action against either party by any person or entity not a party to this Staffing Agreement.
17. No Joint Venture. It is expressly agreed and understood by the parties hereto that neither party is an agent, partner, or joint venturer with, or of, the other party.
18. Force Majeure: US Nursing shall not be liable for damages hereunder if a delay or default in performing services is caused by conditions beyond its control including, but not limited to, acts of God, government restrictions, wars, airport closures, hurricanes, flooding, tornadoes or other extreme weather conditions preventing Staff from arriving or working the Job Action, or any other cause beyond US Nursing's reasonable control. A strike action shall not be a force majeure excusing nonperformance by US Nursing.
19. Governing Law. This Staffing Agreement shall be constructed in all respects according to the laws where FACILITY is located.
20. Severability. To the extent that any provision of this Staffing Agreement is adjudicated to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited, and the remainder of this Staffing Agreement shall remain in full force and effect.
21. Headings. The inclusion of headings in this Staffing Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.
22. Waiver; Modification. No provisions of this Staffing Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the parties.
23. Entire Agreement. From and after the effective date, this Staffing Agreement shall supersede all prior agreements, negotiations and understandings of any kind with respect to the subject matter hereof and constitute the entire understanding and agreement between the parties hereto with respect to the subject matter hereof.
24. Counterparts. This Staffing Agreement may be executed in two or more original counterparts, each of which shall constitute an original and both or all of which together shall constitute but one and the same instrument. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement. Signatures may be exchanged by telecopy or pdf/email and each party agrees that it will be bound by its telecopied or pdf/emailed signature and that it accepts the telecopied or pdf/emailed signature of the other party.

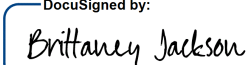
25. Effective Date. This Staffing Agreement is effective as of the effective date stated on the executed Endorsement Page/Rate Sheet, and shall be in effect for one year from that date unless terminated earlier.
26. Contract Execution. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.
27. RESERVATION OF RIGHTS BY FACILITY. Notwithstanding any provision in this Agreement to the contrary (including without limitation section 7 of Exhibit A), Facility reserves the right to deliver or withhold delivery of the Strike Notice to Contractor, in Facility's sole and absolute discretion. Facility shall have no obligation to pay Contractor under this Agreement unless and until: (1) Facility delivers the Strike Notice to Contractor and (2) Facility completes Facility's first wire transfer); provided, however that Contractor's obligations shall not commence until Facility delivers the Strike Notice to Contractor and Facility completes Facility's first wire transfer. Facility agrees to provide Contractor with the Strike Notice and Facility's first wire transfer (or Promissory Note to pay next business day) within 24 hours of receipt of Strike Notice or Contractor reserves the right to modify or decline the Order.

Santa Clara Valley Healthcare

DocuSigned by:

 24ED93D3C9664F9 2/23/2024
 Signature Date

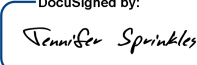
Greta S. Hansen, Chief Operating Officer
 Name and Title

U.S. Nursing Corporation

DocuSigned by:

 53066771D7C3450 2/22/2024
 Signature Date

Brittany Jackson, Senior Vice President
 Name and Title

Approved as to Form and Legality

DocuSigned by:

 6BD1532743364D4 2/23/2024
 Signature Date

Jennifer Sprinkles, Lead Deputy County Counsel
 Name and Title

ATTACHMENT A

FACILITY LIST

O'Connor Hospital
2105 Forest Ave
San Jose, CA 95128

St. Louise Regional Hospital
9400 No Name Uno
Gilroy, CA 95020

Santa Clara Valley Medical Center
751 S. Bascom Avenue
San Jose, CA 95128

Any other site provided to US Nursing in writing by Facility which is owned and operated by Facility.

EXHIBIT A
Endorsement Page/Rate Sheet
Santa Clara Valley Healthcare
Effective February 19, 2024

In accordance with the U.S. Nursing Job Action Staffing Agreement entered into by Santa Clara Valley Healthcare and U.S. Nursing Corporation, the parties do hereby agree as follows:

1. Offer Expiration. The terms of this Staffing Agreement and Endorsement Page/Rate Sheet are based on the Anticipated Strike Date identified below and are valid for execution until the Offer Expiration Date, at which time thereafter if unsigned they shall expire rendering this entire Staffing Agreement void at US Nursing's sole election. Should US Nursing elect to honor the terms of this Staffing Agreement past the Offer Expiration Date the fees listed below shall be subject to change.

2. Dates.

Offer Expiration Date: February 23, 2024
Anticipated Strike / Job Action Date: February 29, 2024
Initial Grid Due Date: February 19, 2024- received
Final Grid Due Date: Within 24 hrs of Strike Notice

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. Payments.

PRIOR TO STRIKE NOTICE	SECTION	DUE DATE	AMOUNT
Retainer	B.1.a	Due upon execution	[REDACTED]
Preparation Fee – Option A (90 day Coverage window)	B.1.b. I	Due upon receipt of <u>Strike Notice.</u>	[REDACTED]
Costs for Background Checks and Drug Screen	B.1.c	Due upon receipt of <u>Strike Notice.</u>	[REDACTED]
UPON RECEIPT OF STRIKE NOTICE AND PRIOR TO JOB ACTION START DATE	SECTION	DUE DATE	AMOUNT
Initial Staff Labor Deposit	B.1.e	Due upon strike notice	[REDACTED]
[REDACTED]	B.7.a/b	Due upon strike notice	[REDACTED]
[REDACTED]	B.1.d	Due upon strike notice	[REDACTED]
Staff Labor Deposit	B.1.e	Due 1 day prior to Staff deployment	[REDACTED]

Per Diem Fee	B.7.e	Due 1 day prior to Staff deployment	
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SUBSEQUENT WEEKS OF JOB ACTION	SECTION	DUE DATE	AMOUNT
Subsequent Week Estimated Labor Invoice (if strike last longer than 1 st week)	B.2	Due first day of each subsequent workweek	

SUBSEQUENT WEEKS OR FOR CHANGE/DELAY IN JOB ACTION	SECTION	DUE DATE	AMOUNT
	B.1.b.II	Due the 1 st of each month beginning 90 days after payment of Preparation Fee	
<i>Applies if (1) Job Action is delayed after issuance of strike notice but before staff is deployed.</i>	B.5.c	Due upon notice of delay or change	
<i>Applies if a Job Action is longer than 2 weeks.</i>	B.2.c	Due Week 3 of Job Action and each week thereafter until end of Job Action	

Fee Increase. Per Section B.1.f of the Staffing Agreement, should US Nursing elect to honor the terms of this Staffing Agreement past the Offer Expiration Date set forth above, the Preparation Fees may increase to \$500 in total per Staff member.

Santa Clara Valley Healthcare

U.S. Nursing Corporation

Signature _____ Date _____

Signature _____ Date _____

Name and Title _____

Name and Title _____

EXHIBIT B**US Nursing Standard File Requirements**

- Employment Profile
- Skills Checklists
 - Unit Specific Skills Checklist w/in 1 year
- Signed Background Check Letter – Including statement of searches completed and/or initiated.
 - SSN Verification, Enhanced Nationwide Criminal Search (7 years), FACIS Level 3 Search (includes OIG & SAM), National Sex Offender Database Search.
- Certifications
 - BLS, ACLS, PALS, NRP, ENPC, TNCC, etcetera (as required by specialty)
- Primary Source Verification of State License
- Evaluation
 - One evaluation within specialty from an RN or higher w/in 2 years.
- Physician's Statement or Physical w/in 1 year.
- 10 Panel Drug Screen w/in 1 year.
- It is the responsibility of US nursing to ensure that all their employees have completed the Employee health clearance requirements as noted below prior to start of their contract at SCVH and signed attestation.
- TB screening completed within the last 12 months prior to start of their contract, which includes a negative TB tests (TST/QFT/T Spot).
 - If TB test is positive or there is a history of positive TB:
 - A normal Chest X-Ray completed after the date of documented positive TB test and if chest x-ray is abnormal, clinical clearance obtained.
- Rubella
 - Proof of Positive Titer or 1 Vaccine
- Rubeola
 - Proof of Positive Titer or 1 Vaccine
- Mumps
 - Proof of Positive Titer or 1 Vaccine
- Varicella
 - Proof of Positive Titer or 1 Vaccine
- Hepatitis B
 - Proof of Positive Titer or Completed Hepatitis B Vaccine Series as per the manufacture or Declination.
- Tdap Vaccination w/in 10 years or Declination.
- Flu Vaccination (for current season) or Declination

Exhibit C
INSURANCE REQUIREMENTS FOR
LOCUM TENENS AND STAFFING SERVICES CONTRACTS

Insurance

The Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

a. Each occurrence	-	\$1,000,000
b. General aggregate	-	\$2,000,000
c. Personal Injury	-	\$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Personal Injury liability
- c. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance
For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.
- 4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)
For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned non-owned and hired aircraft/watercraft.
5. Workers' Compensation and Employer's Liability Insurance
 - a. Contractor shall provide Workers' Compensation coverage in accordance with the laws of the state exercising jurisdiction over Contractor's employees. County acknowledges and agrees that such coverage applies to Contractor's employees only. Contractor does not provide Workers' Compensation insurance for the independent contractor Health Professional furnished hereunder. Under no circumstances will the County be responsible for Workers' Compensation coverage for the Health Professional. (If the Locum Tenens Provider(s) is an independent contractor of the Contractor Workers' Compensation and Employer's Liability Insurance are not required for the Provider.)
 - b. Statutory California Workers' Compensation coverage including broad form all-states coverage.
 - c. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.
6. Professional Errors and Omissions Liability Insurance
 - a. Coverage shall extend to the Locum Tenens Provider(s) through the Professional Errors and Omissions Liability Insurance secured by the Contractor. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (3,000,000) aggregate.

- b. If coverage contains a deductible or self-retention, it shall not be greater than one hundred thousand dollars (\$100,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Cyber Liability

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000

8. Cyber liability coverage shall include at a minimum, but not limited to:

- a. Information Security and Privacy Liability
- b. Privacy Notification Costs

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- 2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
- 3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
- 4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.